

SECOND AMENDATORY AGREEMENT

THIS SECOND SPECIAL COUNSEL AMENDATORY AGREEMENT (“Agreement”) is made between the **CITY AND COUNTY OF DENVER**, a home rule and municipal corporation of the State of Colorado (“City”) and **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP**, a foreign limited liability partnership registered in Texas, whose address is 2700 Via Fortuna, Suite 500, Austin, Texas 78746, and its Colorado place of business located at 11001 West 120th Ave, Suite 215, Broomfield, Colorado 80021 (“Special Counsel”), collectively “the Parties.”

RECITALS:

WHEREAS, the Parties entered into an Agreement executed on December 6, 2021, and an Amendatory Agreement executed on June 5, 2024 to perform, and complete all of the services outlined in the Scope of Work (the “Agreement”) to the City’s satisfaction.

WHEREAS, the Parties wish to amend the Agreement to extend the term and increase maximum contract amount.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 3 of the Agreement entitled “**TERM**” is hereby deleted in its entirety and replaced with:

“3. **TERM**: The Agreement will commence on September 1, 2021, and will expire on August 31, 2026 (the “**Term**”).”

2. Subsection 4.a. of the Agreement entitled “**PAYMENT OF FEES AND EXPENSES**” is hereby amended to read as follows:

“4.a. The City shall pay to Special Counsel, and Special Counsel agrees to accept as full payment fees not to exceed **ONE MILLION SEVEN HUNDRED THOUSAND DOLLARS AND NO CENTS (\$1,700,000.00)**, which shall be paid from time to time on the basis of monthly statements rendered by Special Counsel to the City in accordance with Section 5 and the Billing Requirements set forth in **Exhibits B and B-1**, if not covered by the Scope of Work. Notwithstanding the foregoing, Special Counsel shall not be obligated to provide further work or services under this Agreement if the above stated amount is exhausted and not

replenished or increased to compensate Special Counsel for additional work or services.”

3. Subsection **4.d.(1)** of the Agreement entitled “**PAYMENT OF FEES AND EXPENSES: d. Maximum Contract Amount**” is hereby amended to read as follows:

“4. d. Maximum Contract Amount.

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **ONE MILLION SEVEN HUNDRED THOUSAND DOLLARS AND NO CENTS (\$1,700,000.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Special Counsel beyond that specifically stated herein. Any services performed beyond those in expressly described in this Agreement are performed at Special Counsel’s risk and without authorization under the Agreement. Special Counsel shall not be obligated to provide further work or services under this Agreement if the above stated Maximum Contract Amount is exhausted and not replenished or increased to compensate Special Counsel for additional work or services.”

4. As herein amended, the Agreement is affirmed and ratified in each and every particular.

5. This Second Amendatory Special Council Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

[SIGNATURE PAGES TO FOLLOW]

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Contract Control Number: ATTNY-202160108-02, ATTNY-202579395-02
Contractor Name: LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of:

SEAL **CITY AND COUNTY OF DENVER:**

ATTEST: By: _____

APPROVED AS TO FORM: **REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By: _____ By: _____
By: _____

Contract Control Number:
Contractor Name:

ATTNY-202160108-02, ATTNY-202579395-02
LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

By:

DocuSigned by:



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Name: James Harris

(please print)

Title: Capital Partner

(please print)

ATTEST: [if required]

By: _____

Name: _____

(please print)

Title: _____

(please print)